

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DOROTHY GAUTREAUX, et al.,)	
)	
Plaintiffs.)	
)	
v.)	
)	
CHICAGO HOUSING AUTHORITY, et)	Case Number: 66 C 1459
al.,)	Hon. Marvin E. Aspen
)	
Defendants.)	

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement in this matter is made by and among the defendant, the Chicago Housing Authority (“CHA”), a municipal corporation, and the plaintiffs, on behalf of themselves and the class they represent.

RECITALS

WHEREAS, on January 23, 2019, the Court entered an Order approving the Settlement Agreement (“Agreement”) in *Gautreaux v. Chicago Housing Authority*, No. 66 C 1459. (Dkt. 823); and

WHEREAS, pursuant to that January 23, 2019 Order and the Settlement Agreement, the *Gautreaux* Judgment Order was vacated and the Court retained jurisdiction (a) to enforce certain orders specified in the January 23, 2019 Order (Dkt. 823 at ¶ 4) and the Settlement Agreement (Agmt. §§ IX.B and X.B.3) and (b) to enforce the terms of the Settlement Agreement (Dkt. 823 at ¶ 5; Agmt. § IX); and

WHEREAS, by its terms, the Settlement Agreement is to terminate on July 31, 2024, with certain exceptions specified in Section X.B., those exceptions including that if the CHA has not completed its obligations to develop plans or enter into binding legal agreements required by the Development Plan (Agmt. Ex. A) with respect to any particular development, “the parties shall agree to an extension of such date or dates with respect solely to that development and, in the absence of such agreement, the Court shall set such extended date or dates”; and

WHEREAS, pursuant to Section X.B., the parties have negotiated and have agreed to extend the July 31, 2024 termination date of the Settlement Agreement for six developments, as described in detail below; and

WHEREAS, in addition to the extensions described below, the parties have agreed to amend Section V (CHA’s Housing Choice Voucher Program) and Section VI (Early Learning

Initiatives) as memorialized in the parties correspondence dated July 1, 2024 and July 9, 2024;

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Amendment, and intending to be legally bound hereby, the parties agree to amend the Settlement Agreement as follows:

I. Amendment of Settlement Agreement Terms for Certain Developments

The parties agree to amend certain terms of the Development Plan (Agmt, Ex. A) as follows:

A. Altgeld Gardens

The terms of Settlement Agreement related to Altgeld Gardens will remain in place until July 31, 2027, or until the parties agree that CHA has finalized a detailed Plan (including a timeline setting forth specific dates) for Carver Park revitalization and creation or improvement of bike paths, sidewalks, and streets as required in the Development Plan. (Agmt, Ex. A, § II.D)

B. Lakefront Properties

1. The terms of the Settlement Agreement will remain in place until July 31, 2027, or until the parties agree that CHA has entered a binding written agreement for development of mixed income housing on the southern portion of the Lakefront Properties. (Agmt, Ex. A, § VI.B)

2. The parties further amend Agmt, Ex. A, § VI.B to provide that the affordable and market rate housing constructed pursuant to that paragraph shall be sufficient to ensure that CHA units comprise 25% - 40% of the total residential units on the Lake Park Crescent/ Sullivan Station site.

C. Madden/Wells

1. The terms of the Settlement Agreement will remain in place until July 31, 2027, or until the parties agree that CHA has:

a. entered into a binding written agreement for the remaining development of Oakwood Shores, including completion of 700 CHA units consistent with the new Master Plan described in Agmt, Ex. A, § X.D; and

b. identified locations for 50 non-elderly offsite CHA units consistent with the Master Plan, as described in Agmt., Ex. A, § X and entered binding written agreements for development of such units. (Agmt, Ex. A, § X.D)

D. Rockwell Gardens

1. The terms of the Settlement Agreement will remain in place until July 31, 2027, or until the parties agree that CHA has:

- a. entered into a binding written agreement for the construction of 35 for-sale or market rate rental units on Phase 1-B and 2 sites at Rockwell consistent with Agmt, Ex. A, § XI.A; and
- b. completed a new site plan. (Agmt, Ex. A, § XI.B)

E. Stateway Gardens

1. The terms of the Settlement Agreement will remain in place until July 31, 2025, or until the parties agree that CHA has:

- a. completed a new site plan that includes residential development and a park and indoor community space (Agmt, Ex. A, § XII.B); and
- b. entered into a binding written agreement to implement the new site plan, including the park and indoor community space. (Agmt, Ex. A, § XII.B).

F. Robert Taylor Homes

The terms of the Settlement Agreement will remain in place until July 31, 2027, or until the parties agree that CHA has entered a binding written agreement for development of the 99 remaining market rate rental or for-sale units at Savoy Square, Mahalia Place, and/or Hansberry Square. (Agmt, Ex. A, § XIII.A.)

II. Ongoing Application of Certain Terms of the Settlement Agreement

The parties agree that the following provisions will apply to the developments for which the Settlement Agreement terms are amended until the parties agree in writing that the Settlement Agreement requirements for that site have been satisfied.

A. Extended termination dates reflect the parties' best estimate of when CHA will complete the requirements for each covered development. If the CHA has not completed such obligations with respect to any covered development by the extended date, the parties shall agree to a further extension of such date or dates with respect solely to that development and, in the absence of such agreement, the Court shall set such extended date or dates, as described in § X.B. of the Settlement Agreement.

B. To the extent required by the 2019 Settlement Agreement for developments covered by this Amendment, (see Agmt., Ex. A, §§X.E., XI.D, XII.D, and XIII.C.) if the CHA sells or enters into long-term leases for land in that development, the CHA shall use at least 50%

of the funds received from such sale or lease to obtain CHA units in General or Opportunity Areas throughout the City of Chicago or in such development.

C. To the extent applicable at each development covered by this Amendment, if the CHA sells or exchanges the land in that development for a use other than housing, the CHA shall, in addition to applying funds as provided in this Amendment (§ B, above), secure a resident benefit agreement on behalf of CHA residents, providing for benefits in the form of employment, program participation, or other activities.

D. The Court will retain jurisdiction to enforce the provisions of the Settlement Agreement applicable to each development covered by this Amendment, pursuant to § X.B. of the Settlement Agreement and the January 23, 2019 Order of the Court.

E. CHA will provide quarterly written reports to Plaintiffs' counsel on the status of the commitments in this Amendment and the Cabrini Orders which continue in force pursuant to the Settlement Agreement (Agmt, § IX.B.2). The CHA and Plaintiffs' counsel will hold semiannual Settlement Agreement meetings to discuss the information provided in the quarterly reports. Additional meetings will be held as needed by agreement of the parties.

F. Plaintiffs' counsel may continue to attend working group meetings for each development covered by this Amendment.

G. Plaintiffs' counsel may seek attorneys' fees for services performed in connection with the monitoring and enforcement of this Amendment to the Settlement Agreement, and the Court shall likewise retain jurisdiction to consider and act upon any such application, pursuant to § XI.C-E of the Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have executed this Agreement as of this 30th day of July, 2024.

Dated: July 31, 2024

Marvin E. Aspen

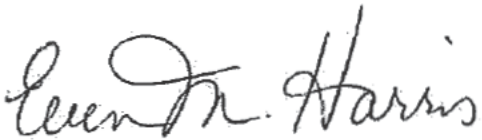
Marvin E. Aspen, U.S. District Judge



Cara Hendrickson

One of the Attorneys for Plaintiffs

On behalf of the Plaintiffs



Ellen Harris

Ellen Harris
Chief Legal Officer

On behalf of the Chicago Housing Authority